

STATE OF INDIANA	)	IN TIPPECANOE SUPERIOR COURT NO. 2
	) SS:	
COUNTY OF TIPPECANOE	)	
	)	
TERRY L. BURTON, NATHAN	)	
BURTON, AQUARIUS POOLS,	)	
INC., BURTON POOLS, LLC,	)	
BURTON PROPERTIES, NTB, INC.,	)	
NTB, INC d/b/a BLAZIN TAILS	)	
Plaintiffs,	)	
v.	)	
	)	
HARLEYSVILLE INSURANCE d/b/a	)	
NATIONWIDE INSURANCE	)	
Defendant.	)	

### **COMPLAINT FOR DAMAGES**

COMES NOW the Plaintiffs, by counsel, and in support of their cause of action against Defendant, alleges and says:

1. Defendant Harleysville Insurance d/b/a Nationwide Insurance Co. is an insurance corporation licensed to and underwriting and selling commercial liability insurance policies in the State of Indiana.

2. Plaintiff Aquarius Pools, Inc. is a corporation duly licensed in the State of Indiana, Tippecanoe County, and was located at 24 South Earl Ave., Lafayette, IN 47904 at the time of the loss that is the basis for this Complaint For Damages.

3. Plaintiffs Terry L. Burton, Nathan Burton, Aquarius Pools, Burton Pools, LLC, Burton Properties, NTB, Inc. & NTB, Inc. d/b/a Blazin Tails were named insureds, owners and/or businesses being operated in association, and sustained damages as a result of the loss that is the basis for this Complaint for Damages.

4. At all times relevant to this Complaint, Plaintiffs were insured by Defendant

Harleysville Insurance d/b/a Nationwide Insurance under a Commercial Lines Common Policy as evidenced by the Policy attached at **Exhibit A**.

5. On or about September 29, 2015, there was a fire incident at Aquarius Pools, Inc. which resulted in damage and/or destruction of Plaintiffs' property and a loss of business income.

6. Plaintiffs losses include but are not limited to; breach of contract for failure to pay for plaintiffs' damages which include damage and destruction of the physical property located at 24 S. Earl Ave., Lafayette, IN and the adjoining lot; damages and destruction of the contents and personal property located at the property; loss of business and income as a result of the real and personal business loss of the property and interruption to business and all other related costs associated with re-starting and physically moving the daily operations of the business involving the fire loss and, any and all other claims covered by the insurance policy carried by the Plaintiffs with Harleysville Insurance on the date of the loss.

WHEREFORE, Plaintiffs pray for judgement against Defendant in a sum sufficient to fully compensate them for the contractual Commercial Liability Insurance Policy losses sustained, prejudgment interest, their costs associated with this cause of action, and for all other appropriate legal relief.

Respectfully submitted,

/s/J. Aaron Cooke

J. Aaron Cooke, Atty No. 19768-64

COOKE LAW FIRM

P. O. Box 188

Lafayette, IN 47902

Phone: (765) 423-5628

Fax: (765) 423-1373

Email: [aaron@cookelaw.com](mailto:aaron@cookelaw.com)

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Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## COMMERCIAL LINES COMMON POLICY DECLARATIONS

### Named Insured and Mailing Address:

Burton Pools DBA  
Burton Pools Inc  
24 S Earl Ave  
Lafayette, IN 47904-3153

### Agent:

MAYERSTEIN BURNELL CO INC  
DBA MBAH  
PO BOX 5609  
LAFAYETTE, IN 47904

Agency Code: 930029  
Phone Number: (765)423-5421

Policy Period: 08/29/2015 to 03/15/2016

at 12:01 A.M. Standard Time at your mailing address  
shown above.

### Business Description:

Swimming Pool Contractor

### Form of Business:

CORPORATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$ 400

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Coverage Part	Premium	
Commercial Property Coverage Part	\$ 1,948.00	
Commercial General Liability Coverage Part	\$ 2,984.00	
Crime and Fidelity Policy Coverage Part		
Commercial Inland Marine Coverage Part	\$ 651.00	MP
Commercial Auto Coverage Part		
Commercial Liability Umbrella Policy		

Sub-Total	\$ 5,583.00
Fees and Surcharge - See Schedule GU-7015 (If Applicable)	
Total	\$ 5,583.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY:  
SEE SCHEDULES GU-7004 and GU-7009

GU-7000 (Ed. 4-09)

Page: 1 of 1  
Issued: 09/02/2015



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Policy Number: MPA00000095000V  
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NEW BUSINESS

### LOCATION SCHEDULE

Prem. No.	Bldg. No.	Address
--------------	--------------	---------

001 ALL 20 S Earl Ave  
Lafayette, IN 47904-3153

002 ALL 24 S Earl Ave  
Lafayette, IN 47904-3153



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NEW BUSINESS

## MORTGAGEE SCHEDULE

### PROPERTY:

#### Mortgagee

Lafayette Savings Bank FSB  
PO Box 1628  
Lafayette, IN 47902-1628  
UNITED STATES

IN - Loc #1 Bld #1

#### Mortgagee

Lafayette Savings Bank FSB  
PO Box 1628  
Lafayette, IN 47902-1628  
UNITED STATES

IN - Loc #2 Bld #1

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Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

### NAMED INSURED SCHEDULE

Aquarius Pools Inc

Burton Pools LLC

Nathan Burton

NTB Inc DBA  
Blazin Tails

NTB Inc

S & G Concrete

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DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

**FORM SCHEDULE**

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED.

Form	Edition	Description
<b>POLICY FORMS</b>		
PJ0015	0514	Policy Jacket
GU7005	0409	Location Schedule
GU7007	0409	Mortgagee Schedule
GU7008	0409	Named Insured Schedule
IL0003	0908	Calculation of Premium
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement (Broad)
IL0117	1210	Indiana Change Workers' Compensation Exclusion
IL0156	0907	IN Chgs - Concealment, Misrepresentation or Fraud
IL0158	0908	Indiana Changes
IL0192	0208	Indiana Changes - Pollution
IL0272	0907	Indiana Changes - Cancellation and Nonrenewal
IL0935	0702	Exclusion of Certain Computer-Related Losses
IL0952	0115	Cap On Losses From Cert. Acts of Terrorism
IL0985	0115	Disclosure Pursuant to Terrorism Risk Insurance Act
<b>PROPERTY FORMS</b>		
CP0010	0607	Building and Personal Property Form
CP0030	0607	Business Income (And Extra Expense) Coverage Form
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
CP0152	0796	Indiana Changes - Rights of Recovery
CP1030	0607	Causes of Loss - Special Form
CP1032	0808	Water Exclusion Endorsement
CP7130	0304	Commercial Property Plus II Endorsement
CP7136	1106	Equipment Breakdown Coverage
<b>LIABILITY FORMS</b>		
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording/Distr Matl or Info in Violation of Law Exc
CG0099	1185	Changes in General Liability Forms for Commercial Pkg
CG0300	0196	Deductible Liability Insurance
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap on Losses from Certified Acts of Terrorism
CG2279	0798	Exclusion-Contractors-Professional Liability
CG2426	0704	Amendment of Insured Contract Definition



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DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

**FORM SCHEDULE**

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED.

Form	Edition	Description
CG7105	1210	Non-Pyramiding of Limits
CG7108	1210	Exclusion - Asbestos, Silica, or Talc
CG7149	0901	Lead Liability Exclusion
CG7195	1210	Exclusion - Computer-Related/Other Electronic Problems
CG7254	1210	Addl Ins-Owners, Lessees or Contractors-Auto Status
CG7255	1210	Addl Insd-Owners, Lessees or Contractors-Completed Ops
CG7263	1210	AI-Owner, Lessee, Contr-Compl Ops-Auto Req Constr Agree
CG7347	0710	Blanket Locations Separate General Aggregate Limit
CG7356	1210	General Liability Enhancement Plus Endt-Contractors
CG7422	0114	Definition of Pollutants - Indiana
		INLAND MARINE FORMS
CM0001	0904	Commercial Inland Marine Conditions
CM0139	0900	Indiana Changes - Rights of Recovery
CM7156	0701	Waiver of Depreciation
CM7312	1206	Installation Coverage Form
CM7363	1206	Contractors Equipment Coverage Form

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Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## POLICYHOLDER NOTICE SCHEDULE

The following material contains important information about your policy. Please read it carefully.

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED.

Form	Edition	Description
		POLICY FORMS
GU1197	0706	Harleysville Insurance Privacy Pledge
ST7115	0115	Premium Audit Notice
ST7555	1104	Important Notice to Policyholders
ST7642	0607	Notice to Indiana Policyholders - Contact Information
ST7644	0607	Notice To Indiana Policyholders - Mine Subsidence Ins
ST7653	0712	Contractor and Property Owners Best Practices
ST7687	0115	Notice to Policyholders

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DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

☒ See Supplemental Schedule

### LIMITS OF INSURANCE:

\$ 1,000,000	Each Occurrence Limit
\$ 100,000	Damage to Premises Rented to You Limit
\$ 5,000	Medical Expense Limit (Any One Person)
\$ 1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$ 2,000,000	General Aggregate Limit (Other than Products-Completed Operations)
\$ 2,000,000	Products/Completed Operations Aggregate Limit

**FORM OF BUSINESS:** CORPORATION

Business Description: Swimming Pool Contractor

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE GU-7005

### AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp.Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE CG-7275						

TOTAL PREMIUM FOR THIS COVERAGE PART: 2,691.00 293.00

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 AND GU-7009

09/02/2015  
Countersignature Date

MAYERSTEIN BURNELL CO INC  
Authorized Representative



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Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
New Business

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem / Ops.	Prod / Comp. Ops.	Prem / Ops.	Prod / Comp. Ops.
PREM NO. 001 SWIMMING POOL SERVICING Prod/Comp Op subj to Gen Agg Limit	99805	IF ANY PAYROLL	12.119			INCL
PREM NO. 001 CONTR-SUB-REPAIR-N/BLDG-NOC	91581	170,000 TOTAL COST	2.998	2.429	276	224
PREM NO. 001 SWIMMING POOL-INSTAL-BELOW GRD Prod/Comp Op subj to Gen Agg Limit	99607	120,000 PAYROLL	12.119		788	INCL
PREM NO. 001 BLDG/PREMS-OFFICE-NOC-FP Prod/Comp Op subj to Gen Agg Limit	61228	3,456 AREA	114.618		215	INCL
PREM NO. 001 STORE-N/FOOD/DRINK-NOC-FP	18437	20,000 GROSS SALES	0.953	0.709	10	8
PREM NO. 002 SPORT GOOD/ATHLETIC EQUIP STORE	18206	IF ANY GROSS SALES	0.978	1.028		
PREM NO. 002 FURNITURE STORE-FP	13951	750,000 GROSS SALES	0.569	0.149	231	61

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Harleysville Lake States Insurance Co  
 PO Box 1045,  
 Traverse City, MI 49885  
 www.harleysvillegroup.com

Insured: Burton Pools DBA  
 Agent: MAYERSTEIN BURNELL CO INC  
 DBA MBAH

Policy Number: MPA00000095000V  
 Policy Period: 08/29/2015 to 03/15/2016  
 New Business

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem / Ops	Prod / Comp. Ops	Prem / Ops	Prod / Comp. Ops
BLANKET LOCATIONS SEPARATE GEN AGG LIMIT		IF ANY			250	
CG7254-ADDL INS-OWN/LESS/CON/AUTO CONSTR		IF ANY			250	
CG7263-OWN/LESS/CON/COMP OPS/AUTO CONSTR	66507	120,000			400	
GL ENHANCEMENT PLUS ENDT CONTRACTORS		IF ANY			271	

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Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

☒ See Supplemental Schedule

Agent # 930029

**BUSINESS DESCRIPTION:** Swimming Pool Contractor

### DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy

SEE SCHEDULE CP-7162

### COVERAGES PROVIDED:

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinsurance(2)	Deductible

SEE SCHEDULE CP-7162

### OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Expiration Date	Replacement Cost Incl. Stock	Inflation Guard

SEE SCHEDULE CP-7162

### OPTIONAL COVERAGES:

APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)

SEE SCHEDULE CP-7162

### DEDUCTIBLE:

SEE SCHEDULE CP-7162

### MORTGAGE HOLDERS:

SEE SCHEDULE GU-7007 IF APPLICABLE

### FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 and GU-7009

TOTAL PREMIUM FOR THIS COVERAGE PART \$ 1,948.00

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

CP-7161 (Ed. 5-09)

Page 1 of 1  
Issued: 09/02/2015



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Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA0000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

### DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy
001	001	20 S Earl Ave Lafayette, IN 47904-3153 SWIMMING POOL PC 03 FRAME
002	001	24 S Earl Ave Lafayette, IN 47904-3153 SPORT GOOD/ATHLETIC EQUIP PC 03 FRAME

### COVERAGES PROVIDED:

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinsurance(2)	Deductible
001	001	BUILDING	BKT #01	SPECIAL	BKT #01	500
001	001	BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	500
001	001	BUSINESS INCOME-BASIC w/EE (b)	BKT #03	SPECIAL	BKT #03	72-Hour
002	001	BUILDING	BKT #01	SPECIAL	BKT #01	500
002	001	BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	500
002	001	BUSINESS INCOME-BASIC w/EE (b)	BKT #03	SPECIAL	BKT #03	72-Hour

### OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Expiration Date	Replacement Cost Incl. Stock	Inflation Guard
001	001	BUILDING	BKT #01	03/15/2016	(X)	4%
001	001	BUSINESS PERS PROPERTY	BKT #02	03/15/2016	(X)	4%
002	001	BUILDING			(X)	4%
002	001	BUSINESS PERS PROPERTY	BKT #02	03/15/2016	(X)	4%

### OPTIONAL COVERAGES:

#### APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
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### Deductible Exceptions:

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol  
(b) Other than Rental Value

CP-7162 (Ed. 5-09)

Page 1 of 1  
Issued: 09/02/2015

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DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

# COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE (BLANKET)

## COMMERCIAL PROPERTY COVERAGE PART - BLANKET STATEMENT OF VALUES

Blanket No.	Blanket Description	Limit of Insurance	Co-Insurance
001	Building	\$ 425,520	90%
002	Your Business Personal Property	\$ 253,960	90%
003	Time Element	\$ 250,000	90%





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Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49885  
www.harleysvillegroup.com

StarAdvantage® Series

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA0000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

COMMERCIAL INLAND MARINE

COINSURANCE CONTRACT  
CM-7207 (Ed. 7-09)

**INSTALLATION FLOATER DECLARATIONS**

Attach CM-7312 – Installation Floater Coverage Form

LIMITS OF INSURANCE		Limit of Insurance
Description of Installation of Project Site		\$ 15,000
Job Site located at: Swimming Pool Construction Any single job site		
Description of Installation or Project site		\$
Job Site located at:		
At any one Unnamed Installation or Project Site:		\$
Property in transit: \$50,000, unless otherwise indicated:		\$ 50,000
Temporary Storage: \$50,000, unless otherwise indicated:		\$ 50,000
Maximum Limit Any One Occurrence:		\$ 15,000
Deductible: The Deductible Amount is: \$ 500		
Reporting Provisions: <input type="checkbox"/> Apply <input checked="" type="checkbox"/> Do not apply		
Rate: \$		
Deposit Premium: \$		Minimum Annual Premium: \$
Premium Base:	<input checked="" type="checkbox"/> Estimated Gross Receipts: \$ 750,000 <input type="checkbox"/> Other Value: N/A Other Description: N/A	
Reporting Period: <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly		
Premium Adjustment Period: <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly		
Coinsurance Provision: <input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does Not Apply		
PREMIUM FOR THIS COVERAGE FORM		\$ 151.00
Special Provisions (if any)		

CM-7207 (Ed. 7-09)

Page 1 of 1  
Issued: 09/02/2015

MPA00000095000V



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StarAdvantage® Series

Insured: Burton Pools DBA  
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DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

COMMERCIAL INLAND MARINE

CM-7244 (Ed. 7-09)

**CONTRACTORS EQUIPMENT COVERAGE FORM DECLARATIONS**

Attach CM 73 63 – Contractors Equipment Coverage Form

**COVERED PROPERTY**

We cover Contractors Equipment listed below or on the List of Contractors Equipment attached. The most we will pay for any one item of Contractors Equipment is the Limit of Insurance shown opposite that item. If the following box is checked, your signed and dated List of Contractors Equipment is on file with us. ☐

**LIST OF CONTRACTOR'S EQUIPMENT**

Item No.	Model Year	Manufacturer and Type of Equipment	Model Number/Serial Number	Limit of Insurance
----------	------------	------------------------------------	----------------------------	--------------------

SEE SCHEDULE CM-7245 (if applicable)

**ADDITIONAL COVERAGES**

"Substitute Equipment":	\$	100,000
Rental Expense:	\$	15,000 per policy period, \$ 500 per day
Newly Acquired Property:	\$	100,000
Unscheduled Equipment:	\$	2,500 Any one item, \$ 35,000 Any one occurrence
	\$	500 deductible
"Employee" Tools & Work Clothing:	\$	1,000 Any One "Employee", \$ 25,000 For All "Employees"
	\$	500 deductible

**LIMIT OF INSURANCE FOR ALL COVERED PROPERTY IN ANY ONE OCCURRENCE**

The most we will pay in any one occurrence is the Limit of Insurance for

All Covered Property in Any One Occurrence: \$ 28,000

**DEDUCTIBLE**

Deductible: \$ 500

**Coinurance**

Coinurance Percentage: 90

**Rates And Premiums**

<input checked="" type="checkbox"/> Non-Reporting	<input type="checkbox"/> Reporting Policy	\$ Reporting Policy Rate
\$ 400.00 Premium	\$ Deposit Premium	\$ Minimum Annual Premium

**SPECIAL PROVISIONS (if any)**

CM-7244 (Ed. 7-09)

Page 1 of 1  
Issued: 09/02/2015

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StarAdvantage® Series

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

COMMERCIAL INLAND MARINE

CM-7245 (Ed. 7-09)

**CONTRACTORS EQUIPMENT COVERAGE FORM SUPPLEMENTAL DECLARATIONS**

**List of Contractors Equipment**

**COVERED PROPERTY**

We cover Contractors Equipment listed below. The most we will pay for any one item of Contractors Equipment is the Limit of Insurance shown for that item.

**LIST OF CONTRACTORS EQUIPMENT**

Item No.	Model Year	Manufacturer and Type of Equipment	Model Number/Serial Number	Limit of Insurance
1	2004	Caterpillar Skidsteer Model: 226B		\$ 28,000



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StarAdvantage® Series

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

**COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS**

<b>LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:</b>			
SEE SCHEDULE GU-7005			
<b>Item No.</b>	<b>Limit of Insurance</b>	<b>Deductible</b>	<b>Description</b>
SEE APPLICABLE COVERAGE FORM DECLARATION			
<b>DEDUCTIBLE:</b>			
SEE APPLICABLE COVERAGE FORM DECLARATION			
<b>MORTGAGE HOLDERS:</b>			
SEE SCHEDULE GU-7006 and/or GU-7007			
<b>FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:</b>			
SEE SCHEDULE GU-7004			
<b>TOTAL PREMIUM FOR THIS COVERAGE PART</b>			<b>\$ 651.00</b>



MPA00000095000V

POLICY NUMBER: MPA00000095000V

COMMERCIAL GENERAL LIABILITY  
CG 03 00 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

All Classifications and Sublines

Coverage	SCHEDULE	Amount and Basis of Deductible	
		PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability		\$	\$
OR			
Property Damage Liability		\$	\$
OR			
Bodily Injury Liability and/or Property Damage Liability Combined		\$	\$ 5,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1) "Bodily injury";
      - (2) "Property damage"; or
      - (3) "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

MPA00000095000V

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.



MPA00000095000V

CG-7255  
(Ed. 12-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Schedule**

**Name of Person or Organization:**

**Job Site (Address and Description) and Description of Completed Operations:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" work for the additional insured at the Job Site designated and described in the above Schedule and included in the "products-completed operations hazard" which was performed for that insured only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy.

**B. The insurance provided to additional insured by this endorsement is limited as follows:**

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums which the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
2. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

**C. With respect to the insurance afforded to the additional insured, the following exclusions are added:**

**2. Exclusion**

- a. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
  - (2) Supervisory, inspection, architectural, or engineering services.
- b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving risk to the additional insured's potential liability.
- c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.

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**D. Other Insurance**

1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.

**E. Definitions**

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.



MPA0000095000V

CG-7422  
(Ed. 1-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEFINITION OF POLLUTANTS – INDIANA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**SCHEDULE**

Specifically identified substances or materials:	
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The definition of "pollutants" is replaced by the following:

"Pollutants" means any organic or inorganic substances or material that is a solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, fibers, particles, sludge, by-products, waste (as currently defined at 40 C.F.R. 261.2 and 261.3 and as may be amended) and any substances or materials identified in the Schedule. Waste includes, without limitation, materials that have been, or are to be, recycled, reconditioned or reclaimed.

"Pollutants" includes, but is not limited to adhesives; ammonia and ammonia solutions; dry cleaning solvents (including but not limited to: Stoddard, 1, 1, 2-trichloro-1,2,3-trifluoroethane, tetrachloroethylene, perchloroethylene, and methyl chloroform); cleaning solutions; detergents, soaps and solvents; coatings, finishes and sealants (including, but not limited to: lacquer, paints, polishes, resins, shellac, varnish and wax); dyes, inks and stains; mercury and compounds containing mercury (including, but not limited to: methylmercury, dimethylmercury, ethylmercury); polychlorinated biphenyls; ketones (all compounds and isomers including, but not limited to: acetone, methyl acetone, cyclohexanone, diethyl ketone, ethylmethyl ketone, methyl isobutyl ketone, methyl isopropyl ketone, methyl propyl ketone, methyl vinyl ketone, methyl propanone); fertilizer and soil amendments; fungicides, herbicides, insecticides, and pesticides; garbage, refuse and trash (including, but not limited to: household, commercial, industrial); sewage; biological waste, inert gases, natural gas, natural gas by-products and natural gas derivatives (including, but not limited to: butane, propane, LPG); petroleum, petroleum by-products, and petroleum distillates (including, but not limited to: diesel fuel, gasoline, heating oil, kerosene, grease, lubricants, propane, LPG, motor oil, mineral oil, mineral spirits, tar, asphalt, naphtha and naphtha compounds); brake fluid (glycol mineral oil or silicon based); coolants (including, but not limited to ethylene glycol and propylene glycol); hydraulic fluid (composed of mineral oil or natural oil base stocks); transmission fluid (mineral oil or synthetic); exhaust particulate matter and gases (including but not limited to: carbon dioxide, carbon monoxide, hydrocarbons, nitrogen oxides, ozone); refrigerants (including, but not limited to: anhydrous ammonia, any chlorofluorocarbons, hydrochlorofluorocarbons, per-fluorocarbons); wood preservatives (including, but not limited to: alkaline copper quat, creosote, chromated copper arsenate, pentachlorophenol); alcohols; bromine and compounds of bromine; chlorine and compounds of chlorine, fluorine and compounds of fluorine, metals and compounds of metal (including but not limited to: arsenic, cadmium, chromium, copper, thallium, selenium); brine, peroxides; nano fibers, particles and tubes; and radioactive material.

In addition, "pollutants" includes, but is not limited to, hazardous substances listed in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 2007 Priority List (and any future priority lists); list of hazardous wastes in the Federal Code of Regulations Title 40, 261.30-261.35; U. S. Environmental Protection Agency Chemical References Complete Index; and U.S. Department of Health and Human Services Agency For Toxic Substances, and any other substances which has been, is, or becomes in the future the subject of any law, statute, regulation, ordinance or other governmental enactment concerning the presence of toxic, hazardous, damaging or harmful substances in the soil, air, atmosphere, biota or water (whether indoors or out, above, at or below ground-level) or is alleged to be toxic, hazardous, damaging or harmful to human health or to the soil, air, atmosphere, biota, or water (whether indoors or out, above, at or below ground-level).

The definition of "pollutants" applies whether or not the "pollutant" has any function in your business, operations, premises, site or location.



MPA0000095000V

POLICY NUMBER: MPA0000095000V

IL 09 85 01 15

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>		
<b>Terrorism Premium (Certified Acts)    \$0</b> <b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</b> Commercial General Liability Coverage Part Commercial Property Coverage Part Commercial Inland Marine Coverage Part		
<b>Additional information, if any, concerning the terrorism premium:</b>  		
<b>SCHEDULE – PART II</b>		
Federal share of terrorism losses	85%	Year: 2015
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	84%	Year: 2016
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	83%	Year: 2017
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	82%	Year: 2018
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	81%	Year: 2019
(Refer to Paragraph B. in this endorsement.)		
Federal share of terrorism losses	80%	Year: 2020
(Refer to Paragraph B. in this endorsement.)		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### **A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.



MPA00000095000V

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## EQUIPMENT BREAKDOWN COVERAGE

This endorsement modifies insurance provided under the following:

Building and Personal Property Coverage Form  
Causes of Loss- Special Form  
Causes of Loss- Broad Form  
Causes of Loss- Basic Form

THE FOLLOWING IS ADDED AS AN ADDITIONAL COVERAGE TO THE CAUSES OF LOSS— BASIC FORM, BROAD FORM OR SPECIAL FORM.

### A. ADDITIONAL COVERAGE - EQUIPMENT BREAKDOWN

1. We will pay for direct physical loss of or damage to Covered Property caused by or resulting from an "accident" at the premises described in the Declarations.
2. The following coverages also apply when there is direct physical loss of or damage to Covered Property caused by or resulting from an "accident" at the premises described in the Declarations. The limit indicated for each coverage is the most we will pay for loss arising from any "one accident" unless otherwise shown in the Equipment Breakdown Schedule of Coverages.

#### a. Expediting Expenses

With respect to your damaged Covered Property, we will pay reasonable extra costs to:

- (1) make temporary repairs; and
- (2) expedite permanent repairs or permanent replacement.

The most we will pay under this coverage is \$250,000 unless otherwise shown in the Equipment Breakdown Schedule of Coverages.

#### b. Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional expenses to clean up or dispose of such property. Additional costs mean those beyond what would have been required had no "hazardous substance" been involved. This does not include contamination of "perishable stock" by refrigerant, including but not limited to ammonia.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if Business Income and Extra Expense is shown as covered in the Declarations, is \$250,000 unless otherwise shown in the Equipment Breakdown Schedule of Coverages.

#### c. Spoilage

We will pay for direct physical loss of or damage to "perishable stock" due to:

- (1) changes in temperature or humidity resulting from an "accident" at the premises described in the Declarations;
- (2) refrigerant contamination from the release of refrigerant, including but not limited to ammonia; or
- (3) changes in temperature or humidity resulting from an "accident" to equipment that is not at the premises described in the Declarations and that is owned by a utility, landlord or other supplier with which you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must be of the type described in the definition of "covered equipment" except that it is not Covered Property.

We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

If you are unable to replace the "perishable stock" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable stock" at the time of the "accident", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.



The most we will pay for loss, damage or expense under this coverage is \$250,000 unless otherwise shown in the Equipment Breakdown Schedule of Coverages.

**d. Data Restoration**

We will pay for your reasonable and necessary cost to research, replace and restore lost "electronic data."

The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if Business Income and Extra Expense is shown as covered in the Declarations, is \$250,000 unless otherwise shown in the Equipment Breakdown Schedule of Coverages.

**e. CFC Refrigerants**

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances. This means the additional expense to do the least expensive of the following:

- (1) Repair the damaged property and replace any lost CFC refrigerant;
- (2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (3) Replace the system with one using a non-CFC refrigerant.

Additional costs mean those beyond what would have been required had no CFC refrigerant been involved.

**f. Off Premises Utility Service Interruption**

We extend coverage for Business Income and Extra Expense to apply to the actual loss of Business Income you sustain or necessary Extra Expense you incur as the result of an "accident" to equipment that is not at the premises described in the Declarations and that is owned by a utility, landlord or other supplier with whom you have a contract to supply you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must be of the type described in the definition of "covered equipment" except that it is not Covered Property.

Unless otherwise shown in the Equipment Breakdown Schedule of Coverages, Off Premises Utility Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the "accident."

The most we will pay for loss of Business income you sustain or necessary Extra Expense you incur is the limit shown in the Declarations for that coverage, except that if a limit is shown in the Equipment Breakdown Schedule of Coverages for Off Premises Utility Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.

**g. Business Income and Extra Expense**

Any insurance provided under this coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. The most we will pay for loss of Business Income you sustain or necessary Extra Expense you incur is the limit shown in the Declarations for that coverage, unless otherwise shown in the Equipment Breakdown Schedule of Coverages or elsewhere in this endorsement.

**B. EXCLUSIONS**

All exclusions in the Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this Additional Coverage Equipment Breakdown.

**1. The exclusions are modified as follows:**

**a. The following is added to Exclusion B.1.g.:**

However, if electrical "covered equipment" requires drying out because of Water as described in g.(1) through g.(4) above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

**b. If the Causes of Loss -- Basic Form or Causes of Loss -- Broad Form applies, the following is added to Exclusion B.2.:**

Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. But if an "accident" results, we will pay for the resulting loss, damage or expense.

**c. If the Causes of Loss -- Special Form applies, as respects this endorsement only, the last paragraph of Exclusion B.2.d. is deleted and replaced with the following:**

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in an "accident," we will pay for the loss, damage or expense caused by that "accident."



2. We will not pay under this endorsement for loss, damage or expense caused by or resulting from:
  - a. any defect, programming error, programming limitation, computer virus, malicious code, loss of "electronic data," loss of access, loss of use, loss of functionality or other condition within or involving "electronic data" of any kind unless caused by an "accident". But if an "accident" results, we will pay for the resulting loss, damage or expense; or
  - b. any of the following tests:
    - a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment.
3. We will also not pay under this endorsement for loss, damage or expense caused directly or indirectly by any of the following whether or not they result directly or indirectly from an "accident" or contribute concurrently or in any sequence to the loss, damage or expense:
  - a. fire, including water or other means used to extinguish a fire; explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere; any other explosion (except as specifically provided in E.1.c. below); lightning; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; or elevator collision;
  - b. flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; or water that backs up or overflows from a sewer, drain or sump; except for the cost of drying out electrical equipment (as provided in B.1.a. above);
  - c. any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, mudslide, earth sinking, tsunami or volcanic action; or water damage (except water damage resulting from an "accident").

In addition to the above, with respect to Spoilage and Off Premises Utility Service Interruption coverages, we will also not pay for an "accident" caused by or resulting from falling objects, weight of snow, ice or sleet; freezing or collapse.

However, we will pay for loss or damage caused by lightning, windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; or elevator collision which occurs away from the covered premises and:

- a. causes an electrical surge or other electrical disturbance; and
  - b. such surge or disturbance is transmitted through utility service transmission lines to the covered premises and results in an "accident" at the covered premises; and
  - c. the loss, damage or expense caused by such "accident" would not be covered by your policy absent the attachment of this endorsement.
4. With respect to Business Income, Extra Expense and Off Premises Utility Service Interruption coverages under this endorsement, we will also not pay for:
    - a. loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business; or
    - b. any increase in loss resulting from an agreement between you and your customer or supplier.

Except as modified by this endorsement, all other conditions, exclusions and limitations included within or applicable to the Business Income forms apply.

5. We will not pay under this endorsement for any loss or damage to animals, unless such animals are owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings.

THE BUILDING AND PERSONAL PROPERTY COVERAGE FORM IS MODIFIED AS FOLLOWS:

#### C. DEDUCTIBLE

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is otherwise shown in the Equipment Breakdown Schedule of Coverages. If a separate Equipment Breakdown deductible is shown, the following applies.



Only as regards Equipment Breakdown Coverage, provision **D. DEDUCTIBLE** is deleted and replaced with the following:

**1. Deductibles for Each Coverage**

- a. Unless the Schedule indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident."
- b. We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
- c. If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident," only the highest deductible for each coverage will apply.

**2. Direct and Indirect Coverages**

- a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Schedule.
- b. Unless more specifically indicated in the Schedule:
  - (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
  - (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

**3. Application of Deductibles**

- a. **Dollar Deductibles**  
We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Schedule. We will then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.
- b. **Time Deductible**  
If a time deductible is shown in the Schedule, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.
- c. **Multiple of Average Daily Value (ADV)**  
If a deductible is expressed as a number times ADV, that amount will be calculated as follows:  
  
The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration".  
  
The number indicated in the Schedule will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.
- d. **Percentage of Loss Deductibles**  
If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

**D. CONDITIONS**

The following conditions are in addition to the Conditions in the Building and Personal Property Coverage Form and the Common Policy Conditions.

**1. Suspension**

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." This can be done by mailing or delivering a written notice of suspension to:



- a. your last known address; or
- b. the address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment." If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

**2. Jurisdictional Inspections**

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

**3. Environmental, Safety and Efficiency Improvements**

If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

**4. Coinsurance**

If a coinsurance percentage is shown in the Equipment Breakdown Schedule for specified coverages, the following condition applies:

We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location

**5. Non-Duplication of Coverage**

If another endorsement is also attached to your policy which, to any extent, affords Coverage for loss or damage to Covered Property caused by or resulting from an "accident," the Coverage afforded by such other endorsement for such loss or damage is replaced by the Coverage afforded by this endorsement to the extent that Coverage for such loss or damage is also afforded by this endorsement and subject to all of the terms of this endorsement.

- 6.** The most we will pay for loss, damage or expense under this endorsement arising from any "one accident" is the applicable Limit of Insurance in the Declarations unless otherwise shown in the Equipment Breakdown Schedule of Coverages or elsewhere in this endorsement.

Coverage provided under this endorsement does not provide an additional amount of insurance.

**E. DEFINITIONS**

The following definitions are added and apply to all sections of this endorsement:

- 1. "Accident"** means a fortuitous event that causes direct physical damage to "covered equipment" resulting from:
  - a. mechanical breakdown, including rupture or bursting caused by centrifugal force;
  - b. artificially generated electrical current, including electric arcing;
  - c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
  - d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
  - e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
- 2. "Boilers and vessels"** means:
  - a. Any boiler, including attached steam, condensate and feedwater piping; and



- b. Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.  
This term does not appear elsewhere in this endorsement, but may appear in the Equipment Breakdown Schedule of Coverages.

3. "Covered equipment"

- a. "Covered equipment" means, unless otherwise specified in the Equipment Breakdown Schedule of Coverages, Covered Property:
  - (1) that generates, transmits or utilizes energy, including, but not limited to, electronic communications and data processing equipment and "production machinery"; or
  - (2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.
- b. None of the following is "covered equipment":
  - (1) structure, foundation, cabinet, compartment or air supported structure or building;
  - (2) insulating or refractory material;
  - (3) sewer piping, buried vessels or piping, or piping forming a part of a sprinkler system;
  - (4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (5) "vehicle" or any equipment mounted on a "vehicle";
  - (6) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
  - (7) dragline, excavation or construction equipment; or
  - (8) equipment manufactured by you for sale.
- 4. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) , on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- 5. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
- 6. "One accident" means all "accidents" that are the result of the same event. If an initial "accident" causes other "accidents," all will be considered "one accident."
- 7. "Perishable stock" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- 8. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. However, "production machinery" does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.
- 9. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."



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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **INDIANA CHANGES – WORKERS' COMPENSATION EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM LIABILITY COVERAGE FORM  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. For insurance provided under the:**

Commercial General Liability Coverage Part  
Commercial Liability Umbrella Coverage Part  
Employment-Related Practices Liability Coverage Part  
Liquor Liability Coverage Part  
Medical Professional Liability Coverage Part  
Owners And Contractors Protective Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part  
Railroad Protective Liability Coverage Part  
Underground Storage Tank Policy

The following is added to the **Workers' Compensation And Similar Laws** Exclusion:

This exclusion also applies to any obligation of the insured under the Indiana Workers' Compensation statutes arising out of the failure of the insured to exact from a contractor (or subcontractor if the insured is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

**B. For insurance provided under the Commercial Automobile Coverage Part, the following is added to the **Workers' Compensation** Exclusion:**

This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.

**C. For insurance provided under the Farm Liability Coverage Form and Farm Umbrella Liability Policy, the following is added to the **Workers' Compensation Or Similar Law** Exclusion:**

This exclusion also applies to any obligation of the "insured" under the Indiana Workers' Compensation statutes arising out of the failure of the "insured" to exact from a contractor (or subcontractor if the "insured" is a contractor) a certificate from the workers' compensation board showing that the contractor (or subcontractor) has complied with the applicable workers' compensation insurance requirements.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEFINITION OF POLLUTANTS – INDIANA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**SCHEDULE**

Specifically identified substances or materials:	
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The definition of "pollutants" is replaced by the following:

"Pollutants" means any organic or inorganic substances or material that is a solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, fibers, particles, sludge, by-products, waste (as currently defined at 40 C.F.R. 261.2 and 261.3 and as may be amended) and any substances or materials identified in the Schedule. Waste includes, without limitation, materials that have been, or are to be, recycled, reconditioned or reclaimed.

"Pollutants" includes, but is not limited to adhesives; ammonia and ammonia solutions; dry cleaning solvents (including but not limited to: Stoddard, 1, 1, 2-trichloro-1,2,3-trifluoroethane, tetrachloroethylene, perchloroethylene, and methyl chloroform); cleaning solutions; detergents, soaps and solvents; coatings, finishes and sealants (including, but not limited to: lacquer, paints, polishes, resins, shellac, varnish and wax); dyes, inks and stains; mercury and compounds containing mercury (including, but not limited to: methylmercury, dimethylmercury, ethylmercury); polychlorinated biphenyls; ketones (all compounds and isomers including, but not limited to: acetone, methyl acetone, cyclohexanone, diethyl ketone, ethylmethyl ketone, methyl isobutyl ketone, methyl isopropyl ketone, methyl propyl ketone, methyl vinyl ketone, methyl propanone); fertilizer and soil amendments; fungicides, herbicides, insecticides, and pesticides; garbage, refuse and trash (including, but not limited to: household, commercial, industrial); sewage; biological waste, inert gases, natural gas, natural gas by-products and natural gas derivatives (including, but not limited to: butane, propane, LPG); petroleum, petroleum by-products, and petroleum distillates (including, but not limited to: diesel fuel, gasoline, heating oil, kerosene, grease, lubricants, propane, LPG, motor oil, mineral oil, mineral spirits, tar, asphalt, naphtha and naphtha compounds); brake fluid (glycol mineral oil or silicon based); coolants (including, but not limited to ethylene glycol and propylene glycol); hydraulic fluid (composed of mineral oil or natural oil base stocks); transmission fluid (mineral oil or synthetic); exhaust particulate matter and gases (including but not limited to: carbon dioxide, carbon monoxide, hydrocarbons, nitrogen oxides, ozone); refrigerants (including, but not limited to: anhydrous ammonia, any chlorofluorocarbons, hydrochlorofluorocarbons, per-fluorocarbons); wood preservatives (including, but not limited to: alkaline copper quat, creosote, chromated copper arsenate, pentachlorophenol); alcohols; bromine and compounds of bromine; chlorine and compounds of chlorine, fluorine and compounds of fluorine, metals and compounds of metal (including but not limited to: arsenic, cadmium, chromium, copper, thallium, selenium); brine, peroxides; nano fibers, particles and lubes; and radioactive material.

In addition, "pollutants" includes, but is not limited to, hazardous substances listed in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 2007 Priority List (and any future priority lists); list of hazardous wastes in the Federal Code of Regulations Title 40, 261.30-261.35; U. S. Environmental Protection Agency Chemical References Complete Index; and U.S. Department of Health and Human Services Agency For Toxic Substances, and any other substances which has been, is, or becomes in the future the subject of any law, statute, regulation, ordinance or other governmental enactment concerning the presence of toxic, hazardous, damaging or harmful substances in the soil, air, atmosphere, biota or water (whether indoors or out, above, at or below ground-level) or is alleged to be toxic, hazardous, damaging or harmful to human health or to the soil, air, atmosphere, biota, or water (whether indoors or out, above, at or below ground-level).

The definition of "pollutants" applies whether or not the "pollutant" has any function in your business, operations, premises, site or location.



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POLICY NUMBER: MPA00000095000V

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**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<b>SCHEDULE – PART I</b>		
<b>Terrorism Premium (Certified Acts)    \$0</b> <b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</b> Commercial General Liability Coverage Part Commercial Property Coverage Part Commercial Inland Marine Coverage Part		
<b>Additional information, if any, concerning the terrorism premium:</b>  		
<b>SCHEDULE – PART II</b>		
<b>Federal share of terrorism losses</b>	<b>85%</b>	<b>Year: 2015</b>
(Refer to Paragraph B. in this endorsement.)		
<b>Federal share of terrorism losses</b>	<b>84%</b>	<b>Year: 2016</b>
(Refer to Paragraph B. in this endorsement.)		
<b>Federal share of terrorism losses</b>	<b>83%</b>	<b>Year: 2017</b>
(Refer to Paragraph B. in this endorsement.)		
<b>Federal share of terrorism losses</b>	<b>82%</b>	<b>Year: 2018</b>
(Refer to Paragraph B. in this endorsement.)		
<b>Federal share of terrorism losses</b>	<b>81%</b>	<b>Year: 2019</b>
(Refer to Paragraph B. in this endorsement.)		
<b>Federal share of terrorism losses</b>	<b>80%</b>	<b>Year: 2020</b>
(Refer to Paragraph B. in this endorsement.)		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### **A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

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**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.





## Harleysville Insurance: Our Privacy Pledge

Providing superior products and services to our customers requires us to obtain various types of personal information. In entrusting your business to us, we understand that you expect your personal information to remain private and to be treated with the utmost confidence. Please be assured we are committed to safeguarding your privacy, and have established a policy to maintain the confidentiality of your personal information. We think it is important for you, as well, to understand how Harleysville Insurance\* obtains, uses and safeguards your personal information.

### How we obtain, use and protect your personal information

#### Information we obtain

The information we obtain will depend upon the type of insurance you request and may include:

- *Information we receive from you* in writing, by telephone or electronically on applications or other forms. Examples: your name, address, social security number and income. For some insurance products, the information may include your health history.
- *Information about your transactions with us.* Examples: your policy coverage, premiums, claims history and payment history.
- *Information we receive from a consumer reporting agency.* Examples: your credit score, credit history and motor vehicle reports.

#### Information we disclose

Except as explained below, we may share any personal information about our customers and former customers within Harleysville Insurance in order to offer you other Harleysville Insurance services that are likely to be of value to you.

- Unless you tell us not to, we may share credit information about you within Harleysville Insurance. Examples: your credit score, credit history or motor vehicle reports. We share this information in order to provide you with the appropriate insurance coverage. If you prefer that we not share this information within Harleysville Insurance, you may tell us not to by calling a toll-free number 1.800.829.7865.

As permitted by law, we may disclose (without specific authorization) any personal information about our customers and former customers we obtain to third parties (which includes persons and companies within and outside Harleysville Insurance) as is necessary for these parties to help us service or process your transaction with us.

We may disclose the following information to companies that perform marketing services for Harleysville Insurance or to other financial institutions such as banks, thrift institutions or insurance companies with which we have joint marketing agreements:

- *Information we receive from you* on applications or other forms. Examples: your name, address and telephone number.
- *Information about your transactions with us*, such as your policy coverage.
- These third parties must agree to maintain strict confidentiality protections and limit the use of the customer information we provide them.

We do not sell or otherwise provide lists of our customers to third parties to market non-financial services.



**Confidentiality of Health Information**

It is often necessary for us to obtain personal health information in order to underwrite insurance and process claims for various types of personal insurance coverages. We recognize your concerns about the security of that information and want to assure you that any personal health data you provide to us will be held in strict confidence. We will not disclose nor share your personal health information for marketing or any other unauthorized purpose. We may disclose or share your personal health information for underwriting your policy or administering your policy or claim or for other purposes permitted by law.

**Harleysville Insurance independent agents**

Independent insurance agents of Harleysville Insurance are authorized to solicit business for Harleysville Insurance. However, they are not Harleysville Insurance employees. Because they have a unique business relationship with you, they may have additional personal information about you that we do not have. Agents may use any of your personal information they have for purposes other than doing business with us. If so, your agent may need to provide you with the agency's privacy policy.

**Information security standards**

We maintain physical, electronic and procedural safeguards to protect customer information. We restrict access to your personal information to those persons who have a business need for such information.

**We'll keep you informed**

As a valued customer, we respect your privacy concerns. We will provide you with an annual notice. In the event of future changes in our privacy policy, we will provide you an updated notice.

\*Our privacy pledge extends to all companies of Harleysville Insurance:

Harleysville Lake States Insurance Company  
Harleysville Life Insurance Company  
Harleysville Mutual Insurance Company  
Harleysville Pennland Insurance Company  
Harleysville Preferred Insurance Company  
Harleysville Worcester Insurance Company

Harleysville-Atlantic Insurance Company  
Harleysville Insurance Company  
Harleysville Insurance Company of New Jersey  
Harleysville Insurance Company of New York  
Harleysville Insurance Company of Ohio  
Mainland Insurance Company

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NUCLEAR ENERGY LIABILITY EXCLUSION  
ENDORSEMENT**  
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".



"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.



COMMERCIAL PROPERTY  
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## CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section G., Definitions.

### A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

1. Excluded in Section B., Exclusions; or
2. Limited in Section C., Limitations; that follow.

### B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

#### c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

But if Water, as described in g.(1) through g.(4) above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

1. When "fungus", wet or dry rot or bacteria results from fire or lightning; or
2. To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:
  - a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:
    - (1) Electrical or electronic wire, device, appliance, system or network; or
    - (2) Device, appliance, system or network utilizing cellular or satellite technology.



For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or micro-waves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
- (7) The following causes of loss to personal property:
  - (a) Dampness or dryness of atmosphere;
  - (b) Changes in or extremes of temperature; or
  - (c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

- e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - (1) You do your best to maintain heat in the building or structure; or
  - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
  - (1) Acting alone or in collusion with others; or
  - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.
- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j. Rain, snow, ice or sleet to personal property in the open.



- k. Collapse, including any of the following conditions of property or any part of the property:

- (1) An abrupt falling down or caving in;
- (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
- (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, k., does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage – Collapse; or
- (b) To collapse caused by one or more of the following:
  - (i) The "specified causes of loss";
  - (ii) Breakage of building glass;
  - (iii) Weight of rain that collects on a roof; or
  - (iv) Weight of people or personal property.

- l. Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, l., does not apply to damage to glass caused by chemicals applied to the glass.

- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or
  - (4) Maintenance;
- of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

- a. **Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form**

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or

(b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

(4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

(5) Any other consequential loss.

**b. Leasehold Interest Coverage Form**

(1) Paragraph B.1.a., Ordinance Or Law, does not apply to insurance under this Coverage Form.

(2) We will not pay for any loss caused by:

- (a) Your cancelling the lease;
- (b) The suspension, lapse or cancellation of any license; or
- (c) Any other consequential loss.

**c. Legal Liability Coverage Form**

(1) The following exclusions do not apply to insurance under this Coverage Form:

- (a) Paragraph B.1.a., Ordinance Or Law;
- (b) Paragraph B.1.c., Governmental Action;
- (c) Paragraph B.1.d., Nuclear Hazard;
- (d) Paragraph B.1.e., Utility Services; and
- (e) Paragraph B.1.f., War And Military Action.

(2) The following additional exclusions apply to insurance under this Coverage Form:

**(a) Contractual Liability**

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

**(b) Nuclear Hazard**

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

**5. Additional Exclusion**

The following provisions apply only to the specified property.

**LOSS OR DAMAGE TO PRODUCTS**

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.



### C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

(1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or

(2) Business Income Coverage or Extra Expense Coverage.

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Animals, and then only if they are killed or their destruction is made necessary.

b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass; or

(2) Containers of property held for sale.

c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

(1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:

a. \$2,500 for furs, fur garments and garments trimmed with fur.

b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.

c. \$2,500 for patterns, dies, molds and forms.

d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income Coverage or to Extra Expense Coverage.



4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

#### **D. Additional Coverage – Collapse**

The coverage provided under this Additional Coverage – Collapse applies only to an abrupt collapse as described and limited in D.1. through D.7.

1. For the purpose of this Additional Coverage – Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:
  - (1) A cause of loss listed in 2.a. or 2.b.;
  - (2) One or more of the "specified causes of loss";
  - (3) Breakage of building glass;
  - (4) Weight of people or personal property; or
  - (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does not apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
- b. Awnings, gutters and downspouts;
- c. Yard fixtures;
- d. Outdoor swimming pools;
- e. Fences;
- f. Piers, wharves and docks;
- g. Beach or diving platforms or appurtenances;
- h. Retaining walls; and

i. Walks, roadways and other paved surfaces; if an abrupt collapse is caused by a cause of loss listed in 2.a. through 2.d., we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:

- a. The collapse of personal property was caused by a cause of loss listed in 2.a. through 2.d.;
- b. The personal property which collapses is inside a building; and
- c. The property which collapses is not of a kind listed in 4., regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 5. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.



6. This Additional Coverage – Collapse does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
7. This Additional Coverage – Collapse will not increase the Limits of Insurance provided in this Coverage Part.
8. The term Covered Cause of Loss includes the Additional Coverage – Collapse as described and limited in D.1. through D.7.

**E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in E.2. and E.6. only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
  - a. A "specified cause of loss" other than fire or lightning; or
  - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
  - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under E.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.

4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage – Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.



- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
- b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

#### F. Additional Coverage Extensions

##### 1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

##### 2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

##### 3. Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, F.3., does not increase the Limit of Insurance.

#### G. Definitions

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.



MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 520  
Troy, MI 48064-5605  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## POLICY CHANGES

Change Effective: 08/29/2015

Change #: 2

### Description

Burton Pools & Terry Burton are added as Named Insureds.  
S & G Concrete is deleted as a Named Insured.

Original Annual Premium	\$ 5,583.00	New Annual Premium	\$ 5,583.00	Total Additional/ Return Premium	\$
					NO CHANGE





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AMENDMENT

## NAMED INSURED SCHEDULE

Aquarius Pools Inc

Burton Pools LLC

Nathan Burton

NTB Inc DBA  
Blazin Tails

Burton Pools

Terry Burton

MPA00000095000V



Harleysville Lake States Insurance Co  
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DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## FORM SCHEDULE

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED. \* INDICATES A NEW OR REPLACEMENT FORM.

Form	Edition	Description
<b>POLICY FORMS</b>		
PJ0015	0514	Policy Jacket
GU7001	0409	Policy Change Document
* GU7005	0409	Location Schedule
* GU7007	0409	Mortgagee Schedule
* GU7008	0409	Named Insured Schedule
IL0003	0908	Calculation of Premium
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement (Broad)
IL0117	1210	Indiana Change Workers' Compensation Exclusion
IL0156	0907	IN Chgs - Concealment, Misrepresentation or Fraud
IL0158	0908	Indiana Changes
IL0192	0208	Indiana Changes - Pollution
IL0272	0907	Indiana Changes - Cancellation and Nonrenewal
IL0935	0702	Exclusion of Certain Computer-Related Losses
IL0952	0115	Cap On Losses From Cert. Acts of Terrorism
* IL0985	0115	Disclosure Pursuant to Terrorism Risk Insurance Act
<b>PROPERTY FORMS</b>		
CP0010	0607	Building and Personal Property Form
CP0030	0607	Business Income (And Extra Expense) Coverage Form
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
CP0152	0796	Indiana Changes - Rights of Recovery
CP1030	0607	Causes of Loss - Special Form
CP1032	0808	Water Exclusion Endorsement
CP7130	0304	Commercial Property Plus II Endorsement
CP7136	1106	Equipment Breakdown Coverage
<b>LIABILITY FORMS</b>		
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording/Distr Mail or Info in Violation of Law Exc
CG0099	1185	Changes in General Liability Forms for Commercial Pkg
* CG0300	0196	Deductible Liability Insurance
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap on Losses from Certified Acts of Terrorism
CG2279	0798	Exclusion-Contractors-Professional Liability



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AMENDMENT

## FORM SCHEDULE

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED. \* INDICATES A NEW OR REPLACEMENT FORM.

Form	Edition	Description
* CG2426	0704	Amendment of Insured Contract Definition
CG7105	1210	Non-Pyramiding of Limits
CG7108	1210	Exclusion - Asbestos, Silica, or Talc
CG7149	0901	Lead Liability Exclusion
CG7195	1210	Exclusion - Computer-Related/Other Electronic Problems
CG7254	1210	Addl Ins-Owners, Lessees or Contractors-Auto Status
CG7255	1210	Addl Insd-Owners, Lessees or Contractors-Completed Ops
CG7263	1210	AI-Owner, Lessee, Contr-Compl Ops-Auto Req Constr Agree
CG7347	0710	Blanket Locations Separate General Aggregate Limit
CG7356	1210	General Liability Enhancement Plus Endt-Contractors
* CG7422	0114	Definition of Pollutants - Indiana
		INLAND MARINE FORMS
CM0001	0904	Commercial Inland Marine Conditions
CM0139	0900	Indiana Changes - Rights of Recovery
CM7156	0701	Waiver of Depreciation
CM7312	1206	Installation Coverage Form
CM7363	1206	Contractors Equipment Coverage Form

MPA0000095000V



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DBA MBAH

Policy Number: MPA0000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## POLICYHOLDER NOTICE SCHEDULE

The following material contains important information about your policy. Please read it carefully.

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED, \* INDICATES A NEW OR REPLACEMENT FORM.

Form	Edition	Description
POLICY FORMS		
GU1197	0706	Harleysville Insurance Privacy Pledge
ST7115	0115	Premium Audit Notice
ST7555	1104	Important Notice to Policyholders
ST7642	0607	Notice to Indiana Policyholders - Contact Information
ST7644	0607	Notice To Indiana Policyholders - Mine Subsidence Ins
ST7653	0712	Contractor and Property Owners Best Practices



MPA00000095000V



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901 Wiltshire Drive, Suite 520  
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DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## POLICY CHANGES

Change Effective: 08/29/2015

Change #: 1

### Description

The named insured Burton Pools DBA is amended NTB Inc.

Original Annual Premium	\$ 5,583.00	New Annual Premium	\$ 5,583.00	Total Additional/ Return Premium	\$
					NO CHANGE





MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 520  
Troy, MI 48064-6605  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## COMMERCIAL LINES COMMON POLICY DECLARATIONS

### Named Insured and Mailing Address:

NTB Inc  
Burton Pools Inc  
24 S Earl Ave  
Lafayette, IN 47904-3153

### Agent:

MAYERSTEIN BURNELL CO INC  
DBA MBAH  
PO BOX 5609  
LAFAYETTE, IN 47904

Agency Code: 930029  
Phone Number: (765)423-5421

Policy Period: 08/29/2015 to 03/15/2016

at 12:01 A.M. Standard Time at your mailing address  
shown above.

### Business Description:

Swimming Pool Contractor

### Form of Business:

CORPORATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$ 400

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Coverage Part	Premium	
Commercial Property Coverage Part	\$ 1,948.00	
Commercial General Liability Coverage Part	\$ 2,984.00	
Crime and Fidelity Policy Coverage Part		
Commercial Inland Marine Coverage Part	\$ 651.00	MP
Commercial Auto Coverage Part		
Commercial Liability Umbrella Policy		

Sub-Total	\$ 5,583.00
Fees and Surcharge - See Schedule GU-7015 (If Applicable)	
Total	\$ 5,583.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY;  
SEE SCHEDULES GU-7004 and GU-7009

GU-7000 (Ed. 4-09)

Page: 1 of 1  
Issued: 10/12/2015

MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 520  
Troy, MI 48064-5605  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

### LOCATION SCHEDULE

Premis. No.	Bldg No.	Address
001	ALL	20 S Earl Ave Lafayette, IN 47904-3153
002	ALL	24 S Earl Ave Lafayette, IN 47904-3153



MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 620  
Troy, MI 48064-5605  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## MORTGAGEE SCHEDULE

### PROPERTY:

#### Mortgagee

Lafayette Savings Bank FSB  
PO Box 1628  
Lafayette, IN 47902-1628  
UNITED STATES

IN - Loc #1 Bld #1

#### Mortgagee

Lafayette Savings Bank FSB  
PO Box 1628  
Lafayette, IN 47902-1628  
UNITED STATES

IN - Loc #2 Bld #1

MPA00000085000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 520  
Troy, MI 48064-5605  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000085000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## NAMED INSURED SCHEDULE

Aquarius Pools Inc

Burton Pools LLC

Nathan Burton

NTB Inc DBA  
Blazin Tails

NTB Inc

S & G Concrete



MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wishire Drive, Suite 520  
Troy, MI 48064-5005  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## FORM SCHEDULE

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED. \* INDICATES A NEW OR REPLACEMENT FORM.

Form	Edition	Description
<b>POLICY FORMS</b>		
PJ0015	0514	Policy Jacket
GU7001	0409	Policy Change Document
* GU7005	0409	Location Schedule
* GU7007	0409	Mortgagee Schedule
* GU7008	0409	Named Insured Schedule
IL0003	0908	Calculation of Premium
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement (Broad)
IL0117	1210	Indiana Change Workers' Compensation Exclusion
IL0156	0907	IN Chgs - Concealment, Misrepresentation or Fraud
IL0158	0908	Indiana Changes
IL0192	0208	Indiana Changes - Pollution
IL0272	0907	Indiana Changes - Cancellation and Nonrenewal
IL0935	0702	Exclusion of Certain Computer-Related Losses
IL0952	0115	Cap On Losses From Cert. Acts of Terrorism
* IL0985	0115	Disclosure Pursuant to Terrorism Risk Insurance Act
<b>PROPERTY FORMS</b>		
CP0010	0607	Building and Personal Property Form
CP0030	0607	Business Income (And Extra Expense) Coverage Form
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
CP0152	0796	Indiana Changes - Rights of Recovery
CP1030	0607	Causes of Loss - Special Form
CP1032	0808	Water Exclusion Endorsement
CP7130	0304	Commercial Property Plus II Endorsement
CP7136	1106	Equipment Breakdown Coverage
<b>LIABILITY FORMS</b>		
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording/Distr Matl or Info in Violation of Law Exc
CG0099	1185	Changes in General Liability Forms for Commercial Pkg
* CG0300	0196	Deductible Liability Insurance
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap on Losses from Certified Acts of Terrorism
CG2279	0798	Exclusion-Contractors-Professional Liability

MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 520  
Troy, MI 48064-5605  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## FORM SCHEDULE

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED. \* INDICATES A NEW OR REPLACEMENT FORM.

Form	Edition	Description
* CG2426	0704	Amendment of Insured Contract Definition
CG7105	1210	Non-Pyramiding of Limits
CG7108	1210	Exclusion - Asbestos, Silica, or Talc
CG7149	0901	Lead Liability Exclusion
CG7195	1210	Exclusion - Computer-Related/Other Electronic Problems
CG7254	1210	Addl Ins-Owners, Lessees or Contractors-Auto Status
CG7255	1210	Addl Insd-Owners, Lessees or Contractors-Completed Ops
CG7263	1210	AI-Owner, Lessee, Contr-Compl Ops-Auto Req Constr Agree
CG7347	0710	Blanket Locations Separate General Aggregate Limit
CG7356	1210	General Liability Enhancement Plus Endt-Contractors
* CG7422	0114	Definition of Pollutants - Indiana
INLAND MARINE FORMS		
CM0001	0904	Commercial Inland Marine Conditions
CM0139	0900	Indiana Changes - Rights of Recovery
CM7156	0701	Waiver of Depreciation
CM7312	1206	Installation Coverage Form
CM7363	1206	Contractors Equipment Coverage Form

MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 520  
Troy, MI 48064-5005  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## POLICYHOLDER NOTICE SCHEDULE

The following material contains important information about your policy. Please read it carefully.

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED. \* INDICATES A NEW OR REPLACEMENT FORM.

Form	Edition	Description
		POLICY FORMS
GU1197	0706	Harleysville Insurance Privacy Pledge
ST7115	0115	Premium Audit Notice
ST7555	1104	Important Notice to Policyholders
ST7642	0607	Notice to Indiana Policyholders - Contact Information
ST7644	0607	Notice To Indiana Policyholders - Mine Subsidence Ins
ST7653	0712	Contractor and Property Owners Best Practices



MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wiltshire Drive, Suite 620  
Troy, MI 48064-5605  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

☒ See Supplemental Schedule

### LIMITS OF INSURANCE:

\$	1,000,000	Each Occurrence Limit
\$	100,000	Damage to Premises Rented to You Limit
\$	5,000	Medical Expense Limit (Any One Person)
\$	1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$	2,000,000	General Aggregate Limit (Other than Products-Completed Operations)
\$	2,000,000	Products/Completed Operations Aggregate Limit

FORM OF BUSINESS: CORPORATION

Business Description: Swimming Pool Contractor

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE GU-7005

### AUDIT PERIOD, ANNUAL UNLESS OTHERWISE STATED:

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp.Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE CG-7275						
TOTAL PREMIUM FOR THIS COVERAGE PART:					2,691.00	293.00

FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 AND GU-7009

10/12/2015  
Countersignature Date

MAYERSTEIN BURNELL CO INC  
Authorized Representative

MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 520  
Troy, MI 48064-6625  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./Ops.	Prod./Comp. Ops.	Prem./Ops.	Prod./Comp. Ops.
PREM NO. 001 SWIMMING POOL SERVICING Prod/Comp Op sub to Gen Agg Limit	69505	IF ANY PAYROLL	12.119			INCL
PREM NO. 001 CONTR-SUB REPAIR-BLDG-NOC	91501	170,000 TOTAL COST	2.998	2.429	276	224
PREM NO. 001 SWIMMING POOL INSTAL BELOW GRD Prod/Comp Op sub to Gen Agg Limit	99507	120,000 PAYROLL	12.119		788	INCL
PREM NO. 001 BLDG/PREMS-OFFICE-NOC-FF Prod/Comp Op sub to Gen Agg Limit	61226	3,456 AREA	114.618		215	INCL
PREM NO. 001 STORE-N/FOOD/DRINK-NOC-FF	18137	20,000 GROSS SALES	0.953	0.709	10	8
PREM NO. 002 SPORT GOOD/ATHLETIC EQUIP STORE	10206	IF ANY GROSS SALES	0.978	1.028		
PREM NO. 002 FURNITURE STORE-FF	13351	750,000 GROSS SALES	0.569	0.149	231	61

MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 520  
Troy, MI 48064-5805  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem/ Ops.	Prod/ Comp. Ops.	Prem/ Ops.	Prod/ Comp. Ops.
BLANKET LOCATIONS SEPARATE GEN AGG LIMIT		IF ANY			250	
CG7251 ADDL INS-OWN/LESS/CON/AUTO CONSTR		IF ANY			250	
CG7263 OWN/LESS/CON/COMP OPS/AUTO CONSTR	69507	120,000			400	
GLENIANCEMENT PLUS ENCT CONTRACTORS		IF ANY			271	



MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 520  
Troy, MI 48064-5605  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

☒ See Supplemental Schedule

Agent # 930029

**BUSINESS DESCRIPTION:** Swimming Pool Contractor

### DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy

SEE SCHEDULE CP-7162

### COVERAGES PROVIDED:

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinsurance(2)	Deductible

SEE SCHEDULE CP-7162

### OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Expiration Date	Replacement Cost Incl. Stock	Inflation Guard

SEE SCHEDULE CP-7162

### OPTIONAL COVERAGES:

#### APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)

SEE SCHEDULE CP-7162

### DEDUCTIBLE:

SEE SCHEDULE CP-7162

### MORTGAGE HOLDERS:

SEE SCHEDULE GU-7007 IF APPLICABLE

### FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 and GU-7009

TOTAL PREMIUM FOR THIS COVERAGE PART \$ 1,948.00

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wishwa Drive, Suite 620  
Troy, MI 48064-5605  
www.harleysvillegroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

### DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy
001	001	20 S Earl Ave Lafayette, IN 47904-3153 SWIMMING POOL PC 03 FRAME
002	001	24 S Earl Ave Lafayette, IN 47904-3153 SPORT GOOD/ATHLETIC EQUIP PC 03 FRAME

### COVERAGES PROVIDED:

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinsurance(2)	Deductible
001	001	BUILDING	BKT #01	SPECIAL	BKT #01	500
001	001	BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	500
001	001	BUSINESS INCOME-BASIC w/EE (b)	BKT #03	SPECIAL	BKT #03	72-Hour
002	001	BUILDING	BKT #01	SPECIAL	BKT #01	500
002	001	BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	500
002	001	BUSINESS INCOME-BASIC w/EE (b)	BKT #03	SPECIAL	BKT #03	72-Hour

### OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Expiration Date	Replacement Cost Incl. Stock	Inflation Guard
001	001	BUILDING	BKT #01	03/15/2016	(X)	4%
001	001	BUSINESS PERS PROPERTY	BKT #02	03/15/2016	(X)	4%
002	001	BUILDING			(X)	4%
002	001	BUSINESS PERS PROPERTY	BKT #02	03/15/2016	(X)	4%

### OPTIONAL COVERAGES:

#### APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
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### Deductible Exceptions:

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

(b) Other than Rental Value

CP-7162 (Ed. 5-09)

Page 1 of 1  
Issued: 10/12/2015

MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wishko Drive, Suite 520  
Troy, MI 48064-5605  
www.harleysvillogroup.com

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

### COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE (BLANKET)

#### COMMERCIAL PROPERTY COVERAGE PART - BLANKET STATEMENT OF VALUES

Blanket No.	Blanket Description	Limit of Insurance	Co-Insurance
001	Building	\$ 425,520	90%
002	Your Business Personal Property	\$ 253,960	90%
003	Time Element	\$ 250,000	90%





MPA00000095000V



Harleysville Lake States Insurance Co  
 901 Wilshire Drive, Suite 520  
 Troy, MI 48064-3005  
 www.harleysvillegroup.com

StarAdvantage® Series

Insured: NTB Inc  
 Agent: MAYERSTEIN BURNELL CO INC  
 DBA MBAH

Policy Number: MPA00000095000V  
 Policy Period: 08/29/2015 to 03/15/2016  
 AMENDMENT

COMMERCIAL INLAND MARINE

COINSURANCE CONTRACT  
 CM-7207 (Ed. 7-09)

**INSTALLATION FLOATER DECLARATIONS**

Attach CM-7312 – Installation Floater Coverage Form

LIMITS OF INSURANCE		Limit of Insurance
Description of Installation of Project Site		\$ 15,000
Job Site located at: Swimming Pool Construction Any single job site		
Description of Installation or Project site		\$
Job Site located at:		
At any one Unnamed Installation or Project Site:		\$
Property in transit: \$50,000, unless otherwise indicated:		\$ 50,000
Temporary Storage: \$50,000, unless otherwise indicated:		\$ 50,000
Maximum Limit Any One Occurrence:		\$ 15,000
Deductible: The Deductible Amount is: \$ 500		
Reporting Provisions: <input type="checkbox"/> Apply <input checked="" type="checkbox"/> Do not apply		
Rate: \$		
Deposit Premium: \$		Minimum Annual Premium: \$
Premium Base:	<input checked="" type="checkbox"/> Estimated Gross Receipts: \$ 750,000 <input type="checkbox"/> Other Value: N/A Other Description: N/A	
Reporting Period: <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly		
Premium Adjustment Period: <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly		
Coinsurance Provision: <input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does Not Apply		
PREMIUM FOR THIS COVERAGE FORM		\$ 151.00
Special Provisions (if any)		



**Policy Number:** MPA00000095000V  
**Policy Period:** 08/29/2015 to 03/15/2016  
**AMENDMENT**

CM-7244 (Ed. 7-09)

**Attach CM 73 63 – Contractors Equipment Coverage Form**

Page 1 of 1  
Issued: 10/12/2015



MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 520  
Troy, MI 48064-5605  
www.harleysvillegroup.com

**StarAdvantage® Series**

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

COMMERCIAL INLAND MARINE

CM-7245 (Ed. 7-09)

**CONTRACTORS EQUIPMENT COVERAGE FORM SUPPLEMENTAL DECLARATIONS**

**List of Contractors Equipment**

**COVERED PROPERTY**

We cover Contractors Equipment listed below. The most we will pay for any one item of Contractors Equipment is the Limit of Insurance shown for that item.

**LIST OF CONTRACTORS EQUIPMENT**

Item No.	Model Year	Manufacturer and Type of Equipment	Model Number/Serial Number	Limit of Insurance
1	2004	Caterpillar Skidsteer Model: 226B		\$ 28,000

MPA00000095000V



Harleysville Lake States Insurance Co  
901 Wilshire Drive, Suite 520  
Troy, MI 48064-5005  
www.harleysvillegroup.com

**StarAdvantage® Series**

Insured: NTB Inc  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
AMENDMENT

**COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS**

<b>LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:</b>			
SEE SCHEDULE GU-7005			
<b>Item No.</b>	<b>Limit of Insurance</b>	<b>Deductible</b>	<b>Description</b>
SEE APPLICABLE COVERAGE FORM DECLARATION			
<b>DEDUCTIBLE:</b>			
SEE APPLICABLE COVERAGE FORM DECLARATION			
<b>MORTGAGE HOLDERS:</b>			
SEE SCHEDULE GU-7006 and/or GU-7007			
<b>FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:</b>			
SEE SCHEDULE GU-7004			
<b>TOTAL PREMIUM FOR THIS COVERAGE PART</b>			<b>\$ 651.00</b>





MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## COMMERCIAL LINES COMMON POLICY DECLARATIONS

### Named Insured and Mailing Address:

Burton Pools DBA  
Burton Pools Inc  
24 S Earl Ave  
Lafayette, IN 47904-3153

### Agent:

MAYERSTEIN BURNELL CO INC  
DBA MBAH  
PO BOX 5609  
LAFAYETTE, IN 47904

Agency Code: 930029  
Phone Number: (765)423-5421

Policy Period: 08/29/2015 to 03/15/2016

at 12:01 A.M. Standard Time at your mailing address  
shown above.

### Business Description:

Swimming Pool Contractor

### Form of Business:

CORPORATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST  
CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$ 400

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS  
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Coverage Part	Premium	
Commercial Property Coverage Part	\$ 1,948.00	
Commercial General Liability Coverage Part	\$ 2,984.00	
Crime and Fidelity Policy Coverage Part		
Commercial Inland Marine Coverage Part	\$ 651.00	MP
Commercial Auto Coverage Part		
Commercial Liability Umbrella Policy		

Sub-Total	\$ 5,583.00
Fees and Surcharge - See Schedule GU-7015 (If Applicable)	
Total	\$ 5,583.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY:  
SEE SCHEDULES GU-7004 and GU-7009

GU-7000 (Ed. 4-09)

Page: 1 of 1  
Issued: 09/02/2015

MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

### LOCATION SCHEDULE

Premis No.	Bldg No.	Address
---------------	-------------	---------

001	ALL	20 S Earl Ave Lafayette, IN 47904-3153
-----	-----	---

002	ALL	24 S Earl Ave Lafayette, IN 47904-3153
-----	-----	---

MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## MORTGAGEE SCHEDULE

### PROPERTY:

#### Mortgagee

Lafayette Savings Bank FSB  
PO Box 1628  
Lafayette, IN 47902-1628  
UNITED STATES

IN - Loc #1 Bld #1

#### Mortgagee

Lafayette Savings Bank FSB  
PO Box 1628  
Lafayette, IN 47902-1628  
UNITED STATES

IN - Loc #2 Bld #1



MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

### NAMED INSURED SCHEDULE

Aquarius Pools Inc

Burton Pools LLC

Nathan Burton

NTB Inc DBA  
Blazin Tails

NTB Inc

S & G Concrete

MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## FORM SCHEDULE

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED.

Form	Edition	Description
		<b>POLICY FORMS</b>
PJ0015	0514	Policy Jacket
GU7005	0409	Location Schedule
GU7007	0409	Mortgagee Schedule
GU7008	0409	Named Insured Schedule
IL0003	0908	Calculation of Premium
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement (Broad)
IL0117	1210	Indiana Change Workers' Compensation Exclusion
IL0156	0907	IN Chgs - Concealment, Misrepresentation or Fraud
IL0158	0908	Indiana Changes
IL0192	0208	Indiana Changes - Pollution
IL0272	0907	Indiana Changes - Cancellation and Nonrenewal
IL0935	0702	Exclusion of Certain Computer-Related Losses
IL0952	0115	Cap On Losses From Cert. Acts of Terrorism
IL0985	0115	Disclosure Pursuant to Terrorism Risk Insurance Act
		<b>PROPERTY FORMS</b>
CP0010	0607	Building and Personal Property Form
CP0030	0607	Business Income (And Extra Expense) Coverage Form
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
CP0152	0796	Indiana Changes - Rights of Recovery
CP1030	0607	Causes of Loss - Special Form
CP1032	0808	Water Exclusion Endorsement
CP7130	0304	Commercial Property Plus II Endorsement
CP7136	1106	Equipment Breakdown Coverage
		<b>LIABILITY FORMS</b>
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording/Distr Matl or Info in Violation of Law Exc
CG0099	1185	Changes in General Liability Forms for Commercial Pkg
CG0300	0196	Deductible Liability Insurance
CG2147	1207	Employment-Related Practices Exclusion
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap on Losses from Certified Acts of Terrorism
CG2279	0798	Exclusion-Contractors-Professional Liability
CG2426	0704	Amendment of Insured Contract Definition

MPA00000095000V



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PO Box 1045,  
Traverse City, MI 49685  
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Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## FORM SCHEDULE

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED.

Form	Edition	Description
CG7105	1210	Non-Pyramiding of Limits
CG7108	1210	Exclusion - Asbestos, Silica, or Talc
CG7149	0901	Lead Liability Exclusion
CG7195	1210	Exclusion - Computer-Related/Other Electronic Problems
CG7254	1210	Addl Ins-Owners, Lessees or Contractors-Auto Status
CG7255	1210	Addl Insd-Owners, Lessees or Contractors-Completed Ops
CG7263	1210	AI-Owner, Lessee, Contr-Compl Ops-Auto Req Constr Agree
CG7347	0710	Blanket Locations Separate General Aggregate Limit
CG7356	1210	General Liability Enhancement Plus Endt-Contractors
CG7422	0114	Definition of Pollutants - Indiana
		INLAND MARINE FORMS
CM0001	0904	Commercial Inland Marine Conditions
CM0139	0900	Indiana Changes - Rights of Recovery
CM7156	0701	Waiver of Depreciation
CM7312	1206	Installation Coverage Form
CM7363	1206	Contractors Equipment Coverage Form



MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## POLICYHOLDER NOTICE SCHEDULE

The following material contains important information about your policy. Please read it carefully.

ALL FORMS ARE ATTACHED. RETAIN UNLESS DELETED OR REPLACED.

Form	Edition	Description
POLICY FORMS		
GU1197	0706	Harleysville Insurance Privacy Pledge
ST7115	0115	Premium Audit Notice
ST7555	1104	Important Notice to Policyholders
ST7642	0607	Notice to Indiana Policyholders - Contact Information
ST7644	0607	Notice To Indiana Policyholders - Mine Subsidence Ins
ST7653	0712	Contractor and Property Owners Best Practices
ST7687	0115	Notice to Policyholders

MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49665  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

☒ See Supplemental Schedule

### LIMITS OF INSURANCE:

\$	1,000,000	Each Occurrence Limit
\$	100,000	Damage to Premises Rented to You Limit
\$	5,000	Medical Expense Limit (Any One Person)
\$	1,000,000	Personal and Advertising Injury Limit (Any One Person or Organization)
\$	2,000,000	General Aggregate Limit (Other than Products-Completed Operations)
\$	2,000,000	Products/Completed Operations Aggregate Limit

FORM OF BUSINESS: CORPORATION

Business Description: Swimming Pool Contractor

Location of All Premises You Own, Rent or Occupy: SEE SCHEDULE GU-7005

### AUDIT PERIOD: ANNUAL, UNLESS OTHERWISE STATED:

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp.Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE CG-7275						
TOTAL PREMIUM FOR THIS COVERAGE PART:					2 691.00	293.00

### FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 AND GU-7009

09/02/2015  
Countersignature Date

MAYERSTEIN BURNELL CO INC  
Authorized Representative

MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
New Business

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem / Ops	Prod / Comp. Ops	Prem / Ops	Prod / Comp. Ops
PREM NO. 001 SWIMMING POOL SERVICING Prod/Comp Op subj to Gen Agg Limit	69505	IF ANY PAYROLL	12.119			INCL
PREM NO. 001 CONTR-SUB REPAIR-N BLDG-NOC	91501	170,000 TOTAL COST	2.998	2.429	276	224
PREM NO. 001 SWIMMING POOL INSTAL BELOW GRD Prod/Comp Op subj to Gen Agg Limit	69507	120,000 PAYROLL	12.119		788	INCL
PREM NO. 001 BLDG-PREMS-OFFICE-NOC-FP Prod/Comp Op subj to Gen Agg Limit	61226	3,456 AREA	114.618		215	INCL
PREM NO. 001 STORE-NFOOD/DRINK-NOC-FP	18437	20,000 GROSS SALES	0.953	0.709	10	8
PREM NO. 002 SPORT GOOD/ATHLETIC EQUIP STORE	18206	IF ANY GROSS SALES	0.978	1.028		
PREM NO. 002 FURNITURE STORE-FP	13351	750,000 GROSS SALES	0.569	0.149	231	61



MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49885  
www.harleysvillogroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
New Business

### COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTARY SCHEDULE

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem/ Ops	Prod/ Comp. Ops	Prem/ Ops	Prod/ Comp. Ops
BLANKET LOCATIONS SEPARATE GEN AGG LIMIT		IF ANY			250	
CG7251-ADDL INS-OWN/LESS/CON/AUTO CONSTR		IF ANY			250	
CG7253 OWN/LESS/CON/COMP OPS/AUTO CONSTR	99507	120,000			400	
GL ENHANCEMENT PLUS ENDT CONTRACTORS		IF ANY			271	

MPA0000095000V



Harleysville Lake States Insurance Co  
PO Box 1046,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA0000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS

☒ See Supplemental Schedule

Agent # 930029

**BUSINESS DESCRIPTION:** Swimming Pool Contractor

### DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy
		SEE SCHEDULE CP-7162

SEE SCHEDULE CP-7162

### COVERAGES PROVIDED:

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinurance(2)	Deductible
		SEE SCHEDULE CP-7162				

SEE SCHEDULE CP-7162

### OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Expiration Date	Replacement Cost Incl. Stock	Inflation Guard
		SEE SCHEDULE CP-7162				

SEE SCHEDULE CP-7162

### OPTIONAL COVERAGES:

#### APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
		SEE SCHEDULE CP-7162				

SEE SCHEDULE CP-7162

### DEDUCTIBLE:

SEE SCHEDULE CP-7162

### MORTGAGE HOLDERS:

SEE SCHEDULE GU-7007 IF APPLICABLE

### FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:

SEE SCHEDULES GU-7004 and GU-7009

TOTAL PREMIUM FOR THIS COVERAGE PART \$ 1,948.00

(1) EQ (if shown) = Earthquake

(2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49685  
www.harleysvillegroup.com

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

## COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE

### DESCRIPTION OF PREMISES:

Prem. No.	Bldg. No.	Location, Fire Protection/Construction and Occupancy
001	001	20 S Earl Ave Lafayette, IN 47904-3153 SWIMMING POOL PC 03 FRAME
002	001	24 S Earl Ave Lafayette, IN 47904-3153 SPORT GOOD/ATHLETIC EQUIP PC 03 FRAME

### COVERAGES PROVIDED:

Insurance at the described premises applies only for coverages for which a limit of insurance is shown or for which an entry is made.

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Causes of Loss Form (1)	Coinsurance(2)	Deductible
001	001	BUILDING	BKT #01	SPECIAL	BKT #01	500
001	001	BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	500
001	001	BUSINESS INCOME-BASIC w/EE (b)	BKT #03	SPECIAL	BKT #03	72-Hour
002	001	BUILDING	BKT #01	SPECIAL	BKT #01	500
002	001	BUSINESS PERS PROPERTY	BKT #02	SPECIAL	BKT #02	500
002	001	BUSINESS INCOME-BASIC w/EE (b)	BKT #03	SPECIAL	BKT #03	72-Hour

### OPTIONAL COVERAGES:

Prem. No.	Bldg. No.	Coverage	Agreed Value Amount	Expiration Date	Replacement Cost Incl. Stock	Inflation Guard
001	001	BUILDING	BKT #01	03/15/2016	(X)	4%
001	001	BUSINESS PERS PROPERTY	BKT #02	03/15/2016	(X)	4%
002	001	BUILDING			(X)	4%
002	001	BUSINESS PERS PROPERTY	BKT #02	03/15/2016	(X)	4%

### OPTIONAL COVERAGES:

#### APPLIES TO BUSINESS INCOME ONLY

Prem. No.	Bldg. No.	Agreed Value Date	Agreed Value Amount	Monthly Limit of Indemnity (Fraction)	Maximum Period of Indemnity	Extended Period of Indemnity (Days)
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### Deductible Exceptions:

(1) EQ (if shown) = Earthquake (2) Coinsurance %, Extra Expense %, Limits on Loss Payment or Value Reporting Form Symbol

(b) Other than Rental Value

CP-7162 (Ed. 5-09)

Page 1 of 1  
Issued: 09/02/2015



MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49665  
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Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

**COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL SCHEDULE (BLANKET)**

**COMMERCIAL PROPERTY COVERAGE PART - BLANKET STATEMENT OF VALUES**

Blanket No.	Blanket Description	Limit of Insurance	Co-Insurance
001	Building	\$ 425,520	90%
002	Your Business Personal Property	\$ 253,960	90%
003	Time Element	\$ 250,000	90%



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Harleysville Lake States Insurance Co  
PO Box 1046,  
Traverse City, MI 49686  
www.harleysvillegroup.com

StarAdvantage® Series

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

COMMERCIAL INLAND MARINE

COINSURANCE CONTRACT  
CM-7207 (Ed. 7-09)

**INSTALLATION FLOATER DECLARATIONS**

Attach CM-7312 – Installation Floater Coverage Form

LIMITS OF INSURANCE		Limit of Insurance
Description of Installation of Project Site		\$ 15,000
Job Site located at: Swimming Pool Construction Any single job site		
Description of Installation or Project site		\$
Job Site located at:		
At any one Unnamed Installation or Project Site:		\$
Property in transit: \$50,000, unless otherwise indicated:		\$ 50,000
Temporary Storage: \$50,000, unless otherwise indicated:		\$ 50,000
Maximum Limit Any One Occurrence:		\$ 15,000
Deductible: The Deductible Amount is: \$ 500		
Reporting Provisions: <input type="checkbox"/> Apply <input checked="" type="checkbox"/> Do not apply		
Rate: \$		
Deposit Premium: \$		Minimum Annual Premium: \$
Premium Base:	<input checked="" type="checkbox"/> Estimated Gross Receipts: \$ 750,000 <input type="checkbox"/> Other Value: N/A Other Description: N/A	
Reporting Period: <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly		
Premium Adjustment Period: <input type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly		
Coinsurance Provision: <input checked="" type="checkbox"/> Applies <input type="checkbox"/> Does Not Apply		
<b>PREMIUM FOR THIS COVERAGE FORM</b>		<b>\$ 151.00</b>
Special Provisions (if any)		





Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

CM-7244 (Ed. 7-09)

Attach CM 73 63 – Contractors Equipment Coverage Form

We cover Contractors Equipment listed below or on the List of Contractors Equipment attached. The most we will pay for any one item of Contractors Equipment is the Limit of Insurance shown opposite that item. If the following box is checked, your signed and dated List of Contractors Equipment is on file with us. ☐

**SEE SCHEDULE CM-7245 (if applicable)**

"Substitute Equipment": \$ 100,000  
Rental Expense: \$ 15,000 per policy period, \$ 500 per day  
Newly Acquired Property: \$ 100,000  
Unscheduled Equipment: \$ 2,500 Any one Item, \$ 35,000 Any one occurrence  
\$ 500 deductible  
"Employee" Tools & Work Clothing: \$ 1,000 Any One "Employee", \$ 25,000 For All "Employees"  
\$ 500 deductible

The most we will pay in any one occurrence is the Limit of Insurance for All Covered Property in Any One Occurrence: \$ 28,000

## Deductible: \$ 500

Coinsurance Percentage: 90

☒ Non-Reporting      ☐ Reporting Policy      \$\_\_\_\_\_ Reporting Policy Rate

\$\_\_\_\_\_ 400.00 Premium      \$\_\_\_\_\_ Deposit Premium      \$\_\_\_\_\_ Minimum Annual Premium

**SPECIAL PROVISIONS (if any)**

MPA0000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49665  
www.harleysvillegroup.com

StarAdvantage® Series

Insured: Burlon Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA0000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

COMMERCIAL INLAND MARINE

CM-7245 (Ed. 7-09)

**CONTRACTORS EQUIPMENT COVERAGE FORM SUPPLEMENTAL DECLARATIONS**

**List of Contractors Equipment**

**COVERED PROPERTY**

We cover Contractors Equipment listed below. The most we will pay for any one item of Contractors Equipment is the Limit of Insurance shown for that item.

**LIST OF CONTRACTORS EQUIPMENT**

Item No.	Model Year	Manufacturer and Type of Equipment	Model Number/Serial Number	Limit of Insurance
1	2004	Caterpillar Skidsteer Model: 226B		\$ 28,000

MPA00000095000V



Harleysville Lake States Insurance Co  
PO Box 1045,  
Traverse City, MI 49065  
www.harleysvillegroup.com

**StarAdvantage® Series**

Insured: Burton Pools DBA  
Agent: MAYERSTEIN BURNELL CO INC  
DBA MBAH

Policy Number: MPA00000095000V  
Policy Period: 08/29/2015 to 03/15/2016  
NEW BUSINESS

**COMMERCIAL INLAND MARINE COVERAGE PART DECLARATIONS**

<b>LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:</b>			
SEE SCHEDULE GU-7005			
<b>Item No.</b>	<b>Limit of Insurance</b>	<b>Deductible</b>	<b>Description</b>
SEE APPLICABLE COVERAGE FORM DECLARATION			
<b>DEDUCTIBLE:</b>			
SEE APPLICABLE COVERAGE FORM DECLARATION			
<b>MORTGAGE HOLDERS:</b>			
SEE SCHEDULE GU-7006 and/or GU-7007			
<b>FORM(S) AND ENDORSEMENT(S) APPLICABLE TO THIS COVERAGE PART:</b>			
SEE SCHEDULE GU-7004			
<b>TOTAL PREMIUM FOR THIS COVERAGE PART</b>			<b>\$ 651.00</b>





MPA00000095000V

POLICY NUMBER: MPA00000095000V

COMMERCIAL GENERAL LIABILITY  
CG 03 00 01 96**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

All Classifications and Sublines

Coverage	SCHEDULE	Amount and Basis of Deductible	
		PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability		\$	\$
OR			
Property Damage Liability		\$	\$
OR			
Bodily Injury Liability and/or Property Damage Liability Combined		\$	\$ 5,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1) "Bodily injury";
      - (2) "Property damage"; or
      - (3) "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

MPA00000095000V

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.



MPA0000095000V

CG-7255  
(Ed. 12-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Name of Person or Organization:**

**Job Site (Address and Description) and Description of Completed Operations:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" work for the additional insured at the Job Site designated and described in the above Schedule and included in the "products-completed operations hazard" which was performed for that insured only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy.

B. The insurance provided to additional insured by this endorsement is limited as follows:

1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums which the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
2. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

C. With respect to the insurance afforded to the additional insured, the following exclusions are added:

**2. Exclusion**

- a. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
  - (2) Supervisory, inspection, architectural, or engineering services.
- b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving risk to the additional insured's potential liability.
- c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.

MPA00000096000V

**D. Other Insurance**

1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.

**E. Definitions**

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.